

NEW APPLICATION

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ALL CORP COMMISSION
DOCKET CONTROL

Norman G. Curtright
Associate General Counsel

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Phoenix, AZ 85012

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norm.curtright@qwest.com



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Qwest.

May 12, 2010

Arizona Corporation Commission
DOCKETED

MAY 12 2010

Docket Control
Arizona Corporation Commission
1200 W. Washington
Phoenix, AZ 85007

T-01051B-10-0190

T-02575B-10-0190

DOCKETED BY	<i>NR</i>
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Re: In the Matter of Adoption of the Wireline Interconnection
Agreement between Eschelon Telecom of Arizona Inc. and Qwest
Corporation by POPP.com, Inc., in the State of Arizona

Dear Madam or Sir:

Qwest Corporation hereby files the following for approval under Section 252 (a) and (e) of the Telecommunications Act of 1996:

Wireline Adoption Interconnection Agreement (the "Adoption Agreement") between POPP.com, Inc. ("POPP.com") and Qwest Corporation ("Qwest"). By the Adoption Agreement, POPP.com adopts in its entirety under Section 252(i) the terms of the underlying Interconnection Agreement between Qwest and Eschelon Telecom of Arizona, Inc., No. 091009-0001 which was approved by the Commission on December 8, 2009 (the "Underlying Agreement").

Please contact the undersigned if you have any questions concerning the enclosed.
Thank you for your attention to this matter.

Sincerely,


Norman G. Curtright

Enclosures

Docket Control, Arizona Corporation Commission

May 12, 2010

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cc: Qwest Corporation
Director Interconnection Agreements
1801 California Street, Room 2410
Denver, CO 80202

POPP.com, Inc.
Karrie Willis, VP of Operations & Finance
20 Mendelssohn Avenue N
Golden Valley, MN 55427



April 28, 2010

Karrie Willis, VP of Operations & Finance
POPP.com, Inc.
620 Mendelssohn Ave N
Golden Valley, MN 55427

Dear Ms. Willis,

We have received your request that, under Section 252(i) of the Telecommunications Act of 1996, POPP Telecom, Inc. ("POPP") wishes to adopt in its entirety, the terms of the Wireline Interconnection Agreement and any associated amendments, if applicable, (the "Underlying Agreement") between Eschelon Telecom of Arizona, Inc. (Agreement # 091009-0001) and Qwest Corporation ("Qwest"), that was approved by the Commission on December 8, 2009, as an effective agreement in the State of Arizona. POPP is incorporated in the State of Minnesota. We understand you have a complete copy of the Underlying Agreement.

By their respective signatures below, Qwest and POPP (individually, a "Party," or collectively, the "Parties") intend that this letter serves as their agreement ("Letter Agreement") for POPP to adopt the Underlying Agreement under the following terms and conditions:

1. The Parties shall request the Commission to expedite its review and approval of this Letter Agreement. This Letter Agreement shall become effective upon such approval. If for some reason the Commission rejects all or part of the Letter Agreement either Party may at its option declare the remainder of the Agreement void and be excused from any performance thereunder. In the event that the Parties currently have an existing Interconnection Agreement, once this Letter Agreement is approved by the Commission, the Underlying Agreement shall replace the existing Interconnection Agreement in its entirety for the state of Arizona. However, nothing relieves the Parties from fulfilling all obligations incurred under the prior Agreement. This Letter Agreement is not intended to address or affect the existing Commercial Agreements for Qwest Local Service Platform Agreement, which shall remain in effect.

2. Notwithstanding the mutual commitments set forth herein, Qwest is entering into this Letter Agreement without prejudice to any positions it has taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements contained in the Underlying Agreement. During the proceeding in which the Commission is to review and approve the Letter Agreement, a Party may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the approval of the Underlying Agreement.

3. POPP adopts the terms and conditions of the Underlying Agreement for interconnection with Qwest Corporation and in applying the terms and conditions, agrees that POPP Telecom, Inc. be substituted in place of "Eschelon Telecom of Arizona, Inc." throughout the Underlying Agreement wherever the latter appears.

4. Qwest requests that notice to Qwest Corporation as may be required under the Underlying Agreement shall be provided as follows:

Qwest Corporation
Director Interconnection Agreements
1801 California Street, Room 2410
Denver, CO 80202
Phone - 303-965-3029
Email - IntAgree@qwest.com

With copy to
Qwest Corporation Law Department
Attention: General Counsel, Interconnection
1801 California Street, 10th Floor
Denver, CO 80202
Phone: 303-383-6553
Email: Legal.Interconnection@qwest.com

POPP requests that notice to POPP as may be required under the Underlying Agreement shall be provided as follows:

POPP.com, Inc.
Karrie Willis, VP of Operations & Finance
620 Mendelssohn Ave N
Golden Valley, MN 55427
Phone: (763) 797-7941
Fax: (763) 797-7971
kwillis@popp.com

5. POPP represents and warrants that it is a certified provider of local telecommunication service in the State of Arizona and that this Agreement will cover services in that state only.

6. Please sign all three original copies of this letter, and overnight them within thirty (30) days to:

Manager of Interconnection
Qwest Corporation
1801 California St, Suite 2420
Denver, CO 80202
Phone: 303-965-3029

After thirty (30) days Qwest may rescind its willingness to consider this Letter Agreement's terms and conditions.

7. Please note that Qwest will file this Letter Agreement with the appropriate state commission for approval; however, some state commissions will not approve the Letter Agreement until the POPP is certified by the state commission. You may want to contact the appropriate state commission to determine the requisite filing guidelines.

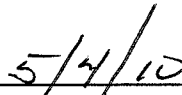
Sincerely,

Date



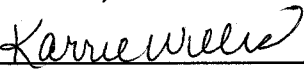
Qwest Corporation

L. T. Christensen
Director - Wholesale Contracts
1801 California Street, Suite 24th Floor
Denver, Colorado 80202



I agree to all terms and conditions contained in this letter as indicated by my signature below:

POPP Telecom, Inc.



Signature

Karrie Willis

Name Printed

VP

Title

4/27/10

Date